

REGULAR MEETING OF THE CITY COMMISSION
Monday, November 12, 2012 @ 5:30 p.m.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET

Present and answering roll call: Mayor Drummond, Commissioners Trujillo, Bengé, Granath and Gandy.

Also present: Interim City Manager Williams, City Clerk Hogue, Chief of Police Bryant, City Attorney McMahon, Finance Director Stephens, and Administrative Assistant Gutierrez.

Call to Order: The meeting was called to order by Mayor Drummond at 5:30 P. M.

Invocation: Commissioner Granath gave the invocation

Pledge of Allegiance: Commissioner Granath led the pledge

Approval of Agenda: Mayor Drummond asked for a motion to approve the agenda as submitted. Commissioner Gandy so moved to amend the agenda to combine both closed sessions and reconvene to open session to take action. Commissioner Trujillo seconded. Mayor Drummond asked for a vote. Motion carried unanimously.

Approval of the Regular Minutes of October 22, 2012 & Called Meeting Minutes of October 29, 30, & 31, 2012: Mayor Drummond asked for a motion for approval of the October 22, 2012 regular minutes and called meeting minutes of October 29, 30, & 31, 2012. Commissioner Trujillo so moved. Commissioner Granath seconded. Mayor Drummond called for a vote. Motion was approved.

NON-ACTION ITEMS:

Discussion of Quarterly Financial Report: Mayor Drummond asked Finance Director Stephens to explain the financial report for the beginning & ending balance of the year. Commissioner Trujillo just wanted to know where the City stands financially.

Discussion of City Per Diem & Travel Policy: Mayor Drummond asked Interim City Manager Williams about the policy. He explained the policy conforms with the State of New Mexico DFA regulations and it is what the State requires. Documentation is required for the Per Diem.

Discussion of City Personnel, Medical, & Law Enforcement IA Files Policy: Mayor Drummond asked Interim City Manager Williams regarding personnel records policy. This policy provides guidance to employees about their privileges and obligations with respect to their own personnel records and directs City of Lovington personnel responsible for producing, maintaining and handling of these records.

Discussion of draft for Affordable Housing Ordinance: Interim City Manager Williams mentioned the draft of the ordinance will allow the City to create additional incentives and/or assistance in the form of loans or grants to help promote the development of housing in Lovington. It will be necessary for the Commission to approve/disapprove this draft of the ordinance. Mayor Drummond asked for a motion to approve/disapprove in the next regular commission meeting.

Discussion of Land Lease or Sale for Temporary Housing Development on 3rd St & Gum: Interim City Manager Williams said he was approached by David Hicks in regards to a temporary housing development. Mr. Hicks has expressed interest in 10 acres of land, located in the area of 3rd Street and Gum. Mayor Drummond did say that the City had bought this land for the expansion of cemetery. Mayor Drummond asked for a motion to approve/disapprove on the next regular commission meeting.

Discussion of LEDA Housing Incentive RFP: Rich Soutar from LEDA approached the Mayor and Commissioners proposing a housing incentive project similar to Hobbs, NM. Project will provide actual reimbursement upon completion of the project, for off-site infrastructure development up to a maximum of \$3,000 per unit. Maximum of \$300,000 up to \$450,000 will be allotted from the LEDA to fund this program. Lea County Manager Mike Gallagher stated that it was a priority and they will match any grant funds the City provides. Evelyn Holguin also mentioned that the cheese plant has been submitted for purchase.

CLOSED SESSION:

At 6:00 p.m., Commissioner Gandy moved to adjourn Regular Session and convene in Closed Session pursuant to Section 10-15-1 NMSA 1978, Subsection H-7 pending litigation and

Pursuant to Section 10-15-1 NMSA 1978, Subsection H-2, Regarding Limited Personnel Matters. Commissioner Trujillo seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Benge, aye; Commissioner Gandy, aye; and Commissioner Granath, aye.

OPEN SESSION:

At 6:20 p.m., Commissioner Trujillo moved to adjourn Closed Session and reconvene in Regular Session stating that action was taken. Commissioner Gandy seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Benge, aye; Commissioner Gandy, aye; and Commissioner Granath, aye.

ACTION ITEMS:

Consideration of Approval of City of Lovington vs. Doport Settlement. Mayor Drummond called for a motion approval to settle litigation. Commissioner Gandy so moved. Commissioner Benge seconded. Motion was approved. City agreed to settle \$50,000 to Doport and Caprock & Flooring.

Consideration of Approval for Hiring New City Manager. Commissioner Granath called for approval to hire James Williams as City Manager. Commissioner Granath so moved. Commissioner Trujillo seconded and a roll call vote was taken: Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Bengé, aye; Commissioner Gandy, aye; and Commissioner Granath, aye.

Consideration of Accounts Payables: Commissioner Gandy called for a motion. Commissioner Trujillo seconded. Motion was approved. Mayor Drummond, aye; Commissioner Trujillo, aye; Commissioner Bengé, aye; Commissioner Gandy, aye; and Commissioner Granath, aye.

OTHER:

Commissioner Granath commented that Police Department is doing a good job controlling the speed racing in town.

Commissioner Gandy wants to be replaced as representative on the Economic Development Committee. Evelyn Holguin will be going to the meetings in Gandy's place. Also he mentioned that the stop sign on 13th & Ave H needs to be fixed.

Mayor Drummond complained of a black corvette stopping vehicles in town. Chief of Police Bryant will address to the Captain.

Commissioner Bengé informed that street lights are out around town especially on South Main St.

Interim City Manager James Williams

- Thanked the Commissioners for appointing him as City Manager.
- Vicki Cooper came by the office trying to find grants for the City on our Well Field.
- Hall of Fame Banquet is tomorrow at 7:00 p.m.
- Ribbon Cutting for the new MVD will be on November 21, 2012 @ 9:00 am.
- Landscaping has been started at the Lovington Swimming Pool.
- Auditors will be here on Monday, November 19, 2012 to complete auditing.
- Awards Banquet will be on Thursday, December 6, 2012 @ 6:30p.m.

PUBLIC COMMENT

Mayor Drummond called for public comment.

John Graham addressed the Mayor and Commissioners that he is in charge of the Christmas Lights and he has raised only \$2,000 to \$3,000 a year. The cost to maintain and store the lights is \$2,000 per year. He proposed to the City to donate money for Christmas Lights.

ADJOURNMENT

There being no further business the meeting adjourned at 6:45 p.m.

APPROVED: _____
DIXIE DRUMMOND, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of Personnel Board Appointment
DEPARTMENT: Human Resources
SUBMITTED BY: Carol Ann Hogue, City Clerk/HR
DATE SUBMITTED: November 19, 2012

STAFF SUMMARY:

The term of the non-city employee representative position on the City Personnel Board will expire in January. The board has submitted Jeanette Faris for your consideration to serve in this position.

FISCAL IMPACT:

N/A

REVIEWED BY: _____

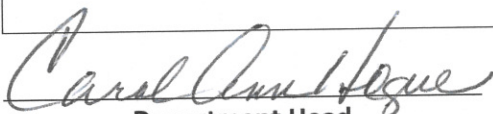
(Finance Director)

ATTACHMENTS:

N/A

RECOMMENDATION:

Information only. Action will be required by the City Commission at the next regular City Commission meeting.


Department Head


City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 26, 2012

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Senior Citizens Board Appointments
DEPARTMENT: Senior Citizens Center
SUBMITTED BY: Norma Vejil, Director
DATE SUBMITTED: November 20, 2012

STAFF SUMMARY:

There are three terms on the Lovington Senior Citizens Board that are set to expire in January, 2013. The Board has submitted their recommendations for the appointment of the following individuals:

Thomas Griffin
Wilma Kimbell
Leota Brow

We have also received a written request from Betty Price to be considered for reappointment for one of the three expiring terms.

Each of these three positions will serve a two year term.

FISCAL IMPACT:

N/A

REVIEWED BY: _____

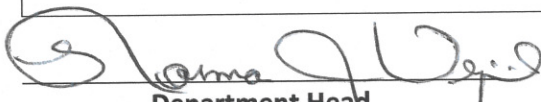
(Finance Director)

ATTACHMENTS:

Copy of Senior Citizens Board Minutes of November 19, 2012
Letter from Senior Citizens Director
Letter from Betty Price

RECOMMENDATION:

Discussion only. Item will be submitted for action at next regular Commission meeting.


Department Head


City Manager

SENIOR CITIZEN ADVISORY COUNCIL
Special Meeting held Monday, November 19, 2012 at 3:00 PM

Present: Chairman Ben Quiroz, Vice-Chairman Wilma Kimbell, Secretary Shirley Choate, Members Fred Browning, Betty Price, Thomas Griffin and Donna Dean. Also present: Director Norma Vejil, Leota Brow, Virginia Spears and Kristi Mannan.

Chairman Ben Quiroz called the meeting to order. Wilma Kimbell read the minutes of October 18, 2012. Shirley Choate moved to approve these minutes as submitted; a second was issued by Ben Quiroz and with all voting aye, the motion carried.

Director Norma Vejil states that this special meeting of the Senior Citizen Advisory Council has been called to determine who to recommend to the City Commission to fill the three positions of this council which are to expire in January of 2013. These council positions are currently held by members Thomas Griffin, Wilma Kimbell and Betty Price. Mrs. Vejil advises that while there are three positions to be filled, there are four persons interested in serving on the council, Thomas Griffin, Wilma Kimbell, Betty Price and Leota Brow. Wilma Kimbell said that she would like to submit Virginia Spears as well. Virginia Spears did not wish to have her name submitted for consideration. Norma Vejil says this matter will go before the City Commission on November 26th and she asks that persons interested in these positions attend the meeting. Member Betty Price commented that the City Commissioners will discuss it at the first meeting and will not actually vote on the matter until the following meeting. Mrs. Vejil says she has been instructed by City Manager James Williams to get the names of the recommendations to him by tomorrow, November 20th and he will then present them to the City Commission on November 26th. After some discussion, council members decided to select name nominations by means of paper ballot. Results of the paper ballot vote were as follows; Leota Brow = 6 votes, Thomas Griffin = 7 votes, Wilma Kimbell = 5 votes, Betty Price = 2 votes and Virginia Spears = 1 vote. Member Betty Price pointed out that in addition to the names being submitted to the City Manager, anyone can submit their name for consideration at City Hall. Chairman Ben Quiroz made a motion to submit the three names with the top number of votes being Thomas Griffin, Leota Brow and Wilma Kimbell. A second was issued by Secretary Shirley Choate, all voted aye and the motion carried.

New Business:

- Shirley Choate stated that the outside light on the east side is not coming on by the time they leave from game night. Mrs. Choate thought this may be due to the recent time change.

Old Business:

- Norma Vejil reports the handicap button to access the east doors has been fixed.

Having no further business, Wilma Kimbell moved to adjourn the meeting. A second was made by Thomas Griffin, all voted aye and the meeting adjourned at 3:12 p.m.

Shirley Choate, Secretary

Bill McKibben Senior Center

18 West Avenue F

Lovington, NM 88260

(575)396-4161

November 19, 2012

Lovington City Commission
214 South Love Street
Lovington, NM 88260

Dear Mayor Drummond & Fellow Commissioners:

The members of Lovington Bill McKibben Senior Citizens Advisory Council would like to take this opportunity to recommend the following citizens be appointed to the council. Each term will be for two years and will expire in January 2015.

Thomas Griffin
Wilma Kimbell
Leota Brow

I look forward to the time they will serve as volunteers and advisors.

Sincerely,

Norma Vejil, Director
Bill McKibben Senior Citizen Center

**TO: CITY OF LOVINGTON CITY MANAGER AND MAYOR
AND COMMISSIONERS**

FROM: BettyPrice

Board Appointment to the Senior Citizen Board:

I would like to be considered reappointment for this board appointment. I have not missed a meeting in the time that I have been on the board I have attended functions at Senior Center, I feel that it would be productive to have the concerns of the future generation . I think that I have been a productive member of this board and I really enjoy this appointment.

**Thank You
Betty Price**

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of Sale of Property at 1201 W. Tyler
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 16, 2012

STAFF SUMMARY:

Several months ago the City acquired a residential structure and lot through quit claim deed, located at 1201 W. Tyler. The home was destroyed during a structure fire last year and could not be repaired. City staff have completed demolition of the home and levelling of the lot.

The sale of the home would allow an individual to construct a new single family home. The appraisal value of the lot is currently being researched. If the commission desires to sell this property, a new appraisal may be necessary. The process to be utilized for the sale of the property would be through sealed bid.

FISCAL IMPACT:

REVIEWED BY: Michael Stephens
(Finance Director)

Positive income at or above appraisal price if property is sold.

ATTACHMENTS:

N/A

RECOMMENDATION:

Information only.

Department Head

James R. Williams
City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of Display Matrix Board Agreement
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 20, 2012

STAFF SUMMARY:

We have received an agreement from Lea County in which they will provide \$50,000 for the purchase of a digital display board at a location to be determined in the City of Lovington. The agreement specifies that will provide the address and location of the board, upkeep the location, grounds, and supporting structure. The County agrees to maintain the unit.

The County Commission approved this agreement at their November 20, 2012 meeting. After a conversation I had with Lyn Edwards, she has advised me that the City would be responsible for providing power to the unit. The unit will be approximately 4' x 8' and has a five year warranty, with an option to extend the warranty (cost was not specified). In addition, the City of Lovington would have control of the content displayed on the board, with the understanding that if the County would like to have items or information displayed, we would allow it.

FISCAL IMPACT:

REVIEWED BY: *Marshall Stephens*
(Finance Director)

Electrical power, staff time for maintaining the grounds and structure. Costs of these issues have not been determined.

ATTACHMENTS:

Copy of agreement received from Lea County.

RECOMMENDATION:

Information only. If Commission desires to accept the agreement and decides on a location, action will be required at the next regular meeting.

Department Head

James R. Williams

City Manager

COMMUNICATIONS UPGRADE
LEA COUNTY – CITY OF LOVINGTON
FY 2011-2012

THIS AGREEMENT is made this _____ day of _____, 2012, between the City of Lovington, a municipal corporation, hereinafter known as "City", and the Lea County Board of County Commissioners, hereinafter known as "County".

1.0 COMPENSATION

Subject to the terms and conditions set forth below, County covenants and agrees to pay to City, a one-time payment of up to \$50,000 for purchase of a display matrix board (see attached quote) to assist with the services to be rendered as set forth in Section 3, entitled Scope of Services.

2.0 PAYMENT

The sum of up to \$50,000 shall be paid within thirty days of an invoice being submitted to the County Manager providing proof of the purchase of the display matrix board.

3.0 SCOPE OF SERVICES

City covenants and agrees with County that it will provide the following services:

3.1 City shall provide the address and location of the display matrix board.

3.2 The city agrees to maintain the upkeep of the location, grounds and supporting structure. The county agrees to maintain the display matrix unit.

4.0 TERM

This Agreement becomes effective on the date of execution by all interested parties. This Agreement will be considered complete when the payment for the display matrix board is negotiated.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this
____ day of _____, 2012.

LEA COUNTY BOARD OF
COMMISSIONERS

CITY OF LOVINGTON, NEW MEXICO

By: _____
Mike Gallagher, Manager

By: _____
Dixie Drummond, Mayor

ATTEST: Pat Chappelle
Lea County Clerk

ATTEST: City of Lovington

By: _____
Kelli Williams, Deputy

By: _____
Carol Ann Hoggue, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

By: _____
City Attorney

COMMUNICATIONS UPGRADE
LEA COUNTY – CITY OF LOVINGTON
FY 2011-2012

THIS AGREEMENT is made this _____ day of _____, 2012, between the City of Lovington, a municipal corporation, hereinafter known as “City”, and the Lea County Board of County Commissioners, hereinafter known as “County”.

1.0 COMPENSATION

Subject to the terms and conditions set forth below, County covenants and agrees to pay to City, a one-time payment of up to \$50,000 for purchase of a display matrix board (see attached quote) to assist with the services to be rendered as set forth in Section 3, entitled Scope of Services.

2.0 PAYMENT

The sum of up to \$50,000 shall be paid within thirty days of an invoice being submitted to the County Manager providing proof of the purchase of the display matrix board.

3.0 SCOPE OF SERVICES

City covenants and agrees with County that it will provide the following services:

3.1 City shall provide the address and location of the display matrix board.

3.2 The city agrees to maintain the upkeep of the location, grounds and supporting structure. The county agrees to maintain the display matrix unit.

4.0 TERM

This Agreement becomes effective on the date of execution by all interested parties. This Agreement will be considered complete when the payment for the display matrix board is negotiated.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this
____ day of _____, 2012.

LEA COUNTY BOARD OF
COMMISSIONERS

CITY OF LOVINGTON, NEW MEXICO

By: _____
Mike Gallagher, Manager

By: _____
Dixie Drummond, Mayor

ATTEST: Pat Chappelle
Lea County Clerk

ATTEST: City of Lovington

By: _____
Kelli Williams, Deputy

By: _____
Carol Ann Hoggue, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

By: _____
City Attorney

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 26, 2012

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Discussion of Lea County Humane Society Agreement
DEPARTMENT: Animal Control
SUBMITTED BY: Laura Brock
DATE SUBMITTED: November 19, 2012

STAFF SUMMARY:

The Animal Control Division has been working with the Lea County Humane Society on an improved partnership. The agreement presented tonight outlines what the partnership would entail. The ultimate goal of this agreement is to address the issue of unwanted and nuisance pets in our community and ultimately reduce the amount of euthanasia that occurs. The City would be required to provide office space and care of animals, to include euthanasia as needed. The Humane Society would assist with cleaning of the kennels, care of the animals, develop and conduct adoption events, and provide a part time employee for the animal shelter.

FISCAL IMPACT:

REVIEWED BY: Marshall Stephens
(Finance Director)

To be determined. The agreement does request a specific time period in which animals would be kept. This will incur an additional care expense. Although we would provide them office space, we are not responsible for any of their administrative costs, including telephone, fax, and internet expenses.

ATTACHMENTS:

Copy of agreement.

RECOMMENDATION:

Discussion only. This item will be submitted for Commission consideration of approval at the next regular meeting.

Department Head

Marshall Stephens
City Manager

A Professional Services Agreement Between the City of Lovington and the Lea County Humane Society, Inc.

WHEREAS, NMSA 1978 Section 3-17-1- (1993) provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promotes the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City of Lovington recognizes that through cooperation with the Lea County Humane Society we will more effectively address the high number of unwanted and nuisance dogs and cats within the City of Lovington; and

NOW, THEREFORE, the City of Lovington (hereinafter referred to as "City") and Lea County Humane Society, Inc. (hereinafter referred to as "LCHS"), hereby do agree as follows:

1. Partnership: City and LCHS agree to partner in order to accomplish the following goals:
 - 1.1 Adopt dogs and cats to properly screened and approved adopters based on adoption policies set forth by City.
 - 1.2 Reduce the numbers, and consequently the expense, of euthanasia of dogs and cats by objectives set forth by City.
2. Facility
 - 2.1 City will provide LCHS office space in the Adoption Building consisting of one office. LCHS shall bear all administrative costs associated with said office, including telephone, fax, and internet expenses.
 - 2.2 City will permit LCHS use of the educational/public meeting room, to include usage during evenings and weekends when necessary and convenient for LCHS to perform its duties under this Agreement.
 - 2.3 LCHS employees and volunteers will abide by Facility police, rules and regulations.
 - 2.4 City retains the right to bar any LCHS employee or volunteer from the facility who fails to follow City policies and procedure. The determination shall be at the sole discretion of the City Manager or his designee.
3. Adoptions
 - 3.1 LCHS will develop, advertise and conduct in conformity with Facility policy as set forth by City three (3) adoption events throughout Lea County each year. LCHS shall bear all costs associated with these events.
 - 3.2 LCHS will record statistics regarding adoption events and report such statistics to City.
 - 3.3 LCHS will regularly and consistently promote adoptions and responsible pet ownership through advertising, public events and educational programs.
4. LCHS RESPONSIBILITIES
 - 4.1 LCHS will assist with the daily cleaning of kennels, cat areas, display area, bonding area and runs in accordance with policies set forth by City.
 - 4.2 LCHS will assist with feeding, watering, caring for, exercising and providing for the safety of all animals in the Facility.
5. ANIMAL HOUSING AND EUTHANASIA
 - 5.1 City shall maintain adoptable animals in the Facility for (a yet to be determined time period), unless the animal becomes unhealthy or unadoptable.
 - 5.2 City shall be responsible for all euthanasia.
6. PERSONNEL
 - 6.1 LCHS will provide a part-time employee to work twenty (20) hours per week.

- 6.2 LCHS will provide a weekly work schedule for its employee at least one week in advance.
- 6.3 LCHS employee(s) and volunteers are not employees of City. They shall not be entitled to City benefits, Workers' Compensation, or retirement.
7. MISCELLANEOUS PROVISIONS
- 7.1 This agreement shall terminate on 31 December 2013
- 7.2 LCHS shall maintain a General Liability Insurance policy in the amount of \$ 1,000, 000.00 that will cover its employee(s) and volunteers for any damages or injuries incurred at, or on adjoining properties of, the Lovington facility and for any damages or injuries sustained by others from LCHS employee(s)' and volunteers' negligence. The City of Lovington shall be named as an additional insured party. LCHS shall provide to City a copy of the complete policy evidencing said coverage.
- 7.3 The agreement may be extended on a year-to-year basis upon written agreement of the parties signed 30 days prior to the original termination date or any extensions. This clause providing for an extension in no way guarantees any extension beyond the initial year. The continuation or renewal of this agreement will be reviewed on a year-to-year basis.
- 7.4 Either party may terminate this agreement upon the other party's substantial breach of any term or condition contained in this document, provided that the breaching party shall be given thirty (30) days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the agreement shall terminate without further notice at the end of the cure period. Upon termination of the agreement, LCHS shall surrender the premises to City.
- 7.5 LCHS does not have the right to assign this agreement.
- 7.6 LCHS shall give City prompt and timely notice of any claim made or suit instituted against LCHS which may in any way directly or indirectly, contingently or otherwise result in a claim or judgment against City.
- 7.7 LCHS shall indemnify City of all actions, negligence resulting from the actions of LCHS employee(s) or volunteers including, but not limited to, negotiated settlements, judgments, attorneys' fees and costs. In the event a matter is litigated the Court shall award reasonable attorney fees to the prevailing party, notwithstanding in-house counsel represents a party.
- 7.8 This agreement shall not be altered or amended except by instrument in writing executed by the parties.
- 7.9 This agreement incorporates all of the conditions, agreements and understandings between the parties concerning the subject matter of this service, and all such conditions, agreements and understandings have been merged into this written agreement. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written agreement.

CITY OF LOVINGTON, NEW MEXICO

_____ City Clerk _____ City Attorney _____ Mayor

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of MOU between Lea County and City for lobbyist
DEPARTMENT: Finance
SUBMITTED BY: James R. Williams
DATE SUBMITTED: November 14, 2012

STAFF SUMMARY:

We have received an MOU from Lea County in regards to our cost sharing for public policy consulting services performed by Vikki Cooper of Lyles Marketing. In the past, our municipality has contributed \$14,400 per year for these services. Last year, our contribution was reduced to \$4,800 as a result of our budget constraints. The MOU that has been presented for approval for 2012-2013 states that the City of Lovington will contribute 9% of the total cost, or \$10,800. A copy of the MOU with Lea County and the Professional Services agreement with Lyles Marketing is attached for your review.

FISCAL IMPACT:

REVIEWED BY: *Mashed Stephen*
(Finance Director)

The City does have funding available in the proposed amount.

ATTACHMENTS:

Memorandum of Understanding between Lea County and Certain Lea County Municipalities
Professional Services Agreement between Lea County and Lyles Marketing and Consulting

RECOMMENDATION:

Motion to approve the MOU between Lea County and the City of Lovington

Department Head

NRW

City Manager

2012 - 2013
MEMORANDUM OF UNDERSTANDING
between Lea County
and
Certain Lea County Municipalities (Eunice, Hobbs, Jal, Lovington, and Tatum)

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result therefrom, the Parties agree as follows:

Purpose

The purpose of this Agreement is to permit certain Lea County municipalities to participate in an agreement between Lea County and Vikki Bell Cooper of Lyles Marketing, a consultant experienced in assisting local governments by providing public policy consulting services, including advice, guidance, and representation regarding U.S. Government policy development, application, and impact on local government strategies concerning their business with the U.S. Government.

1. Procurement Code Compliance. This Agreement is entered into pursuant to Section 13-1-129 of the Procurement Code, NMSA 1978, Sections 13-1-1 to 13-1-199 (2011). Each Party is a central purchasing office for the purposes of Section 13-1-129. The Consultant was selected by Lea County through a Request for Proposals, (the "RFP") The Parties shall make all relevant financial records available and shall maintain all such records in accordance with the Procurement Code and regulations.
2. Existing Agreement. Each Municipality agrees to pay a prorated share of the Consultant's monthly fee pursuant to the terms and conditions contained in contract, including renewal agreements, between Lea County and the Consultant, specimen attached hereto as Exhibit "A" incorporated herein and hereinafter referred as "Consultant Agreement".
3. Organization. In order to render decisions relating to the work undertaken under the Consultant Agreement, the Parties shall meet, either in person or by teleconferencing, as necessary and as requested by the Consultant or any Party.
4. Responsibilities of the County. The Central Purchasing Office for the Parties shall be Lea County which is hereby appointed by the Parties to act on behalf of the Parties in connection with the procurement of the consulting services. The responsibilities shall include:
 - A. conducting the procurement of the Services in accordance with the Procurement Code;
 - B. negotiating the price agreement;
 - C. providing Parties with a copy of the invoice for consultant's services; and
 - D. performing other duties necessary in connection with the procurement of the services.
5. Responsibilities of Parties. The Parties' duties shall include but not be limited to the following:
 - A. designating a person authorized to give direction to the Consultant concerning that party's goals and objectives under the Consulting Agreement,
 - B. making timely payments in accordance with the terms of this Agreement according to the schedule attached hereto as Exhibit "B".

6. Conduct of Business.
 - A. Due to the nature of this Agreement, it is not anticipated there will be any mutually held funds.
 - B. Each party shall be strictly accountable for receipts and disbursements relating to payments made pursuant to the agreement.
7. Payments. Payment for services and inspections and acceptance of materials and services ordered by each Party shall be the exclusive obligation of such Party.
8. Nonperformance. No Party shall be liable for any other Party's nonperformance.
9. Effective Date and Term. This Agreement shall take effect upon execution by all of the Parties and approval of the governing body of each Party but shall be effective the first day of July 1, 2012. It shall terminate on June 30, 2013 unless renewed by the Parties in a written instrument.
10. Merger. This Agreement supersedes any and all previous agreements entered into by the Parties with respect to this subject matter.
11. Authority. By executing this Agreement, each Party affirms that it is authorized to enter into this Agreement pursuant to applicable laws, rules and regulations. Each Party affirms that the individual executing this Agreement has the authority to represent the Party in connection with this Agreement.
12. Amendment. This Agreement shall only be amended by written instrument executed by duly authorized representatives of the Parties and affirmed by each Party.
13. Assignment. No Party shall assign, delegate or transfer any rights or obligations under this Agreement without the prior consent of all the Parties.
14. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.
15. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be in effect as of July 1, 2012.

LEA COUNTY

By: _____
Michael P. Gallagher, County Manager

**ATTEST: Pat Chappelle
Lea County Clerk**

By: _____
Kelli Williams, Deputy

Exhibit B

Cost Participiaption Agreement Prorated Share

ENTITY	PRORATED PERCENTAGE	PRORATED DOLLAR AMOUNT CURRENT CONTRACT
LEA COUNTY	43.00%	\$ 51,600
CITY OF HOBBS	40.00%	\$ 48,000
CITY OF EUNICE	4.00%	\$ 4,800
CITY OF LOVINGTON	9.00%	\$ 10,800
CITY OF JAL	2.66%	\$ 3,200
TOWN OF TATUM	1.34%	\$ 1,600
TOTAL	100%	\$ 120,000

Exhibit A

LEA COUNTY - LYLES MARKETING AND CONSULTING, INC. PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of November, 2012 by and between the County of Lea, hereinafter referred to as the "County" and Lyles Marketing and Consulting Inc., 400 C Street NE, Washington, DC 20002, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

The Contractor shall perform the following services:

- A. Secure federal appropriations and funding for local and regional projects of Lea County.
- B. Design and implement an aggressive educational campaign directed towards key congressional and administrative leadership and staff on the important issues facing Lea County.
- C. Design and implement an aggressive funding request campaign to acquire funding appropriations for local and regional projects of Lea County.
- D. Provide bipartisan access to key congressional staff and members of Congress for designated Lea County officials and designated staff.
- E. Develop a collegial working relationship with New Mexico Congressional Delegation and coordinate and facilitate designated meetings with the New Mexico Congressional Delegation.
- F. Develop a detailed document outlining a strategic plan, to be referred to as the Lea County Federal Legislative Strategy, for acquiring appropriations and funding for local and regional projects of Lea County.
- G. Provide written quarterly status reports and written monthly summary updates on the firm's achievements as they relate to goals and objectives set forth in the Lea County Federal Legislative Strategy.

Contractor shall prepare a program of work to be approved by the County, as to how the firm will be conducting the scope of work, a schedule, and personnel to be assigned to accomplishing the work required by this contract.

2. ADDITIONAL SERVICES

The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

3. COMPENSATION AND INVOICING

The total compensation to be paid under this Agreement shall be \$10,000.00 per month plus New Mexico Gross Receipts Taxes, if applicable.

The County shall also reimburse the Contractor for reasonable travel expenses, transportation, and lodging incurred by the Contractor in performing Services, provided that the County has authorized such travel in advance.

The Contractor shall submit an invoice to the County monthly for any amounts due hereunder. Said invoice shall include an itemization of any reimbursable expenses claimed, and reasonable documentation, such as receipts. Evidencing such expenses, shall accompany such invoice. Payment shall be made by check, forwarded to the Contractor at the address indicated for the Contractor on the invoice, or such other address as the Contractor may from time to time designate by written notice to The County.

4. EFFECTIVE DATE AND TERM

This Agreement is effective July 1, 2012 through June 30, 2013 unless terminated pursuant to this Agreement. Upon mutual agreement, there will be three one-year options to renew.

5. TERMINATION

The County may terminate this agreement without penalty at any time upon at least five (5) days written notice to the Contractor; provided, however, that the County shall be obligated to pay the Contractor for all Services performed and reimbursable expenses reasonably incurred by the Contractor as of the date of termination. In such event, the Contractor shall deliver the completed portion of the Services to The County as soon as practicable.

6. INDEPENDENT CONTRACTOR

The Contractor, its agents and employees are independent contractors performing professional services for the County, and are not employees or agents of the County. Notwithstanding that the Contractor enters into and performs under this Agreement, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. It is expressly agreed and understood that the Contractor is not authorized to act as an agent of the County or to enter into any contract on behalf of the County.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

9. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or delegate this Agreement in whole or in part, nor shall the Contractor subcontract any portion of the Services to be performed hereunder, without the prior written consent of the County.

10. INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless; the County, its officials, employees, agents, successors, and assigns from and against any and all liabilities, penalties, fines forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, including cost of defense, settlement, and reasonable attorney fees, which any or all of them may hereinafter suffer, incur, be responsible for or pay out as a result of bodily injuries, including death, to any person, damage, including loss of use, to any property, public or private, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulation of any governmental entity or agency, directly or indirectly, or arising out of or resulting from the acts, or failure to act, of the Contractor, its employees, agents, subcontractors, or other persons engaged by or under the control, supervision or direction of the Contractor, or its subcontractors, in the performance of this Agreement. This paragraph shall survive after the completion or the termination of the Agreement.

11. RECORDS AND AUDIT

The Contractor shall maintain books, documents, accounting records and other evidence pertaining to services and costs incurred in providing all services identified in this Agreement. The Contractor shall make such materials available at their respective offices for inspection by the County at all reasonable times during the Agreement period, including before and after payments, and for three (3) years from the date of final payment under this Agreement.

12. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Lea County Commission or the Legislature of the State of New Mexico, if state funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Lea County Commission or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

13. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Agreement.

15. CONFIDENTIALITY

The Contractor agrees to keep confidential and not to disclose to any person or entity, including State or Federal authorities, without the prior written consent of the County, any knowledge, information and data prepared or developed by the Contractor, or furnished by the County or otherwise available to the Contractor, in connection with the performance of Services; provided, however, that this Paragraph shall not apply to data and information which is available in the public domain, was previously known by the Contractor, or which the Contractor obtains from third parties who are free to disclose it to the Contractor. Nothing herein shall preclude disclosures required by applicable law.

16. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other material prepared under this Agreement.

17. CONFLICT OF INTEREST

During the term hereto the Contractor shall not engage in employment, consulting or other work or activities which might be contrary to the interests or activities of the County or its affiliates without the prior written consent of the County. The Contractor shall advise the County in writing before undertaking any employment, consulting or other activities for third parties, identifying the party or parties involved and the nature of the intended activities. If, based on any such notice, the County agrees to the Contractor undertaking such activities, and the nature of the activities change materially from those outlined in such notice to the County, the Contractor shall promptly notify the County in

writing, describing the change in activities, and shall not undertake such activities without the County's prior written consent.

18. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

19. INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understands, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. SEVERABILITY

Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this Agreement, so long as the basic intent and object of this Agreement is not undermined by the elimination of the objectionable provision(s).

21. APPLICABLE LAW

This Agreement will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. In providing the services outlined herein, the Contractor shall comply with all applicable Federal, State of New Mexico and local governments' laws and ordinances.

22. MERGER

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

23. NOTICES.

Any notice to be given hereunder shall be deemed sufficiently given to a party if telecopied with confirming copy mailed, or *if* mailed, postage prepaid, to the location specified below:

LEA COUNTY, NEW MEXICO:

County Manager
100 North Main, Suite 4
Lovington, New Mexico 88260
Telecopier: (575) 396-2093

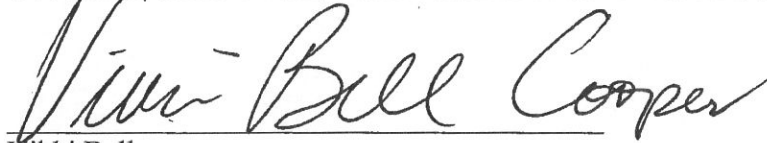
CONTRACTOR

Vikki Cooper
Lyles Marketing and Consulting Inc
400 C Street NE
Washington DC 20002
Telecopier: (866) 859-8156

Either party may change its above address/telecopier number at any time by so notifying the other party in writing.

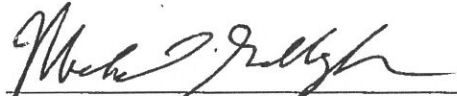
IN WITNESS WHEREOF) the parties have executed this Agreement as of the date first written above.

CONTRACTOR: LYLES MARKETING AND CONSULTING, INC.



Vikki Bell

LEA COUNTY



Michael P. Gallagher, County Manager

ATTEST: Pat Chappelle
Lea County Clerk

Kelli Williams, Deputy

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 26, 2012

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consideration Approval of Travel and Per Diem Policy
DEPARTMENT: Finance
SUBMITTED BY: Mashelle Stephens, Finance Director
DATE SUBMITTED: November 16, 2012

STAFF SUMMARY:

Staff have created a travel and per diem policy for City of Lovington use. This policy conforms with State of New Mexico DFA regulations, in addition to addressing additional requirements need per our auditors.

FISCAL IMPACT:

N/A

REVIEWED BY: _____

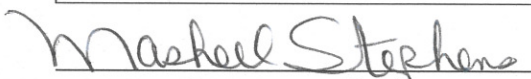
(Finance Director)

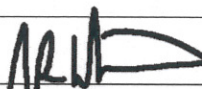
ATTACHMENTS:

Copy of Travel and Per Diem Policy

RECOMMENDATION:

Motion to approve policy.


Department Head


City Manager

CITY OF LOVINGTON
Travel and Per Diem Policy

- I. Purpose
 - a. To govern the payment of per diem rates and mileages and the reimbursement of expenses for all salaried and non-salaried City employees in the course of their normal duties.

- II. Per Diem Rates Proration
 - a. Applicability: Per diem rates shall be paid to officers and employees of the City only in accordance with the provisions of this section. Per diem rates shall be paid without regard to whether expenses are actually incurred. Where lodging and/or meals are provided or paid for by the agency, the officer or employee is entitled to reimbursement only for actual expenses as outlined in Section III.

 - b. Per Diem Rate Computation: Per diem rates for travel by public officers and employees shall be computed as follows:
 - i. Overnight travel: Regardless of the number of hours traveled, travel of officers and employees where overnight lodging is required shall be reimbursed as follows:
 1. In state areas \$85.00
 2. In state special areas \$135.00
 3. Out of state areas \$115.00
 4. Actual lodging and meal expenses under 2.42.2.9 NMAC.

 - ii. Return from overnight travel: on the last day of travel when overnight lodging is no longer required, partial day reimbursement shall be made. To calculate the number of hours in the partial day, begin with the time the traveler initially departed. Divide the number of hours traveled by 24. The hours remaining constitute the partial day which shall be reimbursed as follows:
 1. For less than 2 hours, none
 2. For 2 hours, but less than 6 hours, \$12.00
 3. For 6 hours or more, but less than 12 hours, \$20.00
 4. For 12 hours or more, \$30.00

- iii. Special area designations: For all officers and employees, the in state special area shall be Santa Fe.
- iv. Travel for educational purposes: A public officer or employee shall not be reimbursed for more than 30 calendar days of per diem in any fiscal year for attending educational or training programs unless approval has been obtained from the City Manager.
- v. Per diem in conjunction with other leave: While travelling, if an employee takes sick, annual, or authorized leave without pay for more than four hours of the normal work day, per diem shall not be allowed for that day unless authorized in writing by the City Manager.
- vi. Illness or emergency: The City Manager may grant permission, in writing, to pay per diem rates and travel reimbursement to an employee or public officer who became or becomes ill or is notified of a family emergency while travelling on official business and must either remain away from home or discontinue the official business to return home.

III. Reimbursement of actual expenses in lieu of per diem rates:

- a. Applicability: Upon written request of a public officer or an employee, department heads or the City Manager may grant written approval for the individual to be reimbursed actual expenses in lieu of the per diem rate where overnight travel is required.
- b. Overnight travel: For overnight travel for officers and employees where overnight lodging is required, the individual will be reimbursed as follows:
 - i. Actual reimbursement for lodging: An officer or employee may elect to be reimbursed actual expenses for lodging, including tax. Officers or employees who incur lodging expenses in excess of \$215.00 per night must obtain approval from the City Manager prior to encumbering the expenditure.
 - ii. Actual reimbursement for meals: Actual expenses for meals are limited to a maximum of \$30.00 for in-state travel and \$45.00 for out-of state travel for a 24-hour period.
 - iii. Receipts required: The officer or employee must submit receipts for actual meal and lodging expenses incurred.

1. If receipts are not submitted, reimbursement for the expense will not be made.
2. Charges incurred for internet access will be considered a part of lodging expense.
3. Alcohol purchases will not be eligible for reimbursement as part of a meal.
4. Meal purchases must include an itemized receipt.

IV. Travel Advances

a. Per Diem

- i. Officers and employees will be advanced 80% of per diem rates. Upon return and signing the travel certification, the officer or employee will be provided the remaining 20% within 5 business days.

b. Actual Expenses

- i. Employees and officers may be issued the City Visa or credit card. Lodging and meals charged to the card must follow the policies established in Section III.
- ii. Employees may pay out of pocket for the lodging and meal expenses and submit receipts for reimbursement upon return. Expenses incurred must follow the policies established in Section III.
- iii. Employees or officers travelling utilizing actual expense reimbursement may not be advanced funds.

V. Reimbursements for Other Expenses

- a. Receipts not required: Officers and employees may be reimbursed without receipts for the following expenses in an amount of \$6.00 per day, not to exceed a total of \$30.00 per trip:
 - i. Taxi or other transportation fares at the destination of the traveler;
 - ii. Gratuities as allowed by the City Manager;
 - iii. Parking fees

- iv. If costs exceed more than \$6.00 per day or \$30.00 per trip is claimed, receipts must accompany the entire amount of the reimbursement claim.
- b. Receipts required: Public officers and employees may be reimbursed for the following expenses provided that receipts for all such expenses are attached to the reimbursement voucher:
 - i. Actual costs for travel by common carrier, provided such travel is accomplished in the most economical manner practical;
 - ii. A rental car, provided less expensive public transportation is not available or appropriate.

VI. Required Documentation

- a. Employees are required to submit the approved travel and education request form prior to travel.
 - i. The employee making the request must sign the form prior to it being submitted for approval by the City Manager.
 - ii. The Department Head must sign the travel and education request form prior to submission to the City Manager for approval.
 - iii. A meeting announcement, agenda, brochure, etc. must accompany the travel and education request when submitting the request. The information must include, at a minimum, the date, time, location, and topic or information as to what the training or event will cover.
- b. City staff will fill out public officers travel and educational requests. However, prior to approval said officer must sign it. The same documentation as required in a, iii must be included.
- c. Upon return from travel, public officers must submit proof of attendance at the event. Appropriate types of documentation includes:
 - i. Name badge issue by event
 - ii. Agenda provided at event
 - iii. Certificate of attendance

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider Approval of Personnel, Medical and IA Files Policy
DEPARTMENT: Human Resources
SUBMITTED BY: Carol Ann Hogue, City Clerk/HR
DATE SUBMITTED: November 16, 2012

STAFF SUMMARY:

The proposed policy will outline the means in which City employee personnel, medical, and law enforcement internal investigation files are stored, controlled, and accessed.

FISCAL IMPACT:

N/A

REVIEWED BY: _____

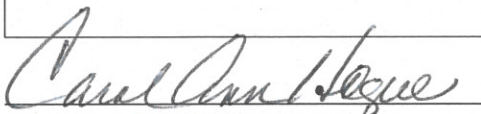
(Finance Director)

ATTACHMENTS:

Copy of policy.

RECOMMENDATION:

Motion to approve


Department Head


City Manager

**CITY OF LOVINGTON
PERSONNEL RECORDS POLICY**

- I. Purpose
 - a. This policy provides guidance to employees about their privileges and obligations with respect to their own personnel records, and guides City of Lovington personnel responsible for producing and maintaining personnel records in the appropriate handling of those records.

- II. Definitions
 - a. Personnel File: For the purposes of this policy, a personnel file consists of any employment related or personal information about a City of Lovington employee, former employee, or applicant for employment gathered by the City of Lovington.

 - b. Employee Medical Record: a file that contains any employment related protected health information.

 - c. Law Enforcement Internal Affairs Investigation File: a file that contains internal affairs investigation records.

 - d. Employment related information includes information related to an individuals:
 - i. Application
 - ii. Selection
 - iii. Appointment
 - iv. Contract for employment
 - v. Promotions, demotions, transfers
 - vi. Salary
 - vii. Leave
 - viii. Benefits
 - ix. Performance evaluation forms
 - x. Suspension, disciplinary actions, termination

 - e. Personal information includes an individual's:
 - i. Home address
 - ii. Social security number
 - iii. Medical history
 - iv. Personal financial data
 - v. Martial status
 - vi. Dependents

vii. Beneficiaries

III. Policy

- a. The City Clerk/Human Resources Director maintains the official personnel record for each current and former employee of the City of Lovington. All personnel files will be kept in a locked filing cabinet(s) located in the vault room at City Hall.
- b. The following individuals are allowed access to personnel files:
 - i. City Manager
 - ii. Human Resources Director
 - iii. Department Head of employee
 - iv. Employee
- c. The following individuals are allowed access to employee medical files:
 - i. Human Resources Director
 - ii. Employee
- d. The Chief of Police is the only individual who has access to the Law Enforcement Internal Affairs Investigation File.
- e. No separate personnel or medical files may be maintained at any other department unless specifically required by Federal or State regulations or law. In the event separate files must be maintained at a Department's main office, a written request and copy of the statute or regulation must be submitted to the Human Resources Director. The Human Resources Director will provide the requesting Department Head with written approval to maintain separate files.
- f. Other individuals wishing to access personnel files must obtain written permission from the employee.

IV. Access Procedure

- a. An employee or other authorized individual who wants to review the contents of their personnel file will make a request to the City Clerk/Human Resources director.
 - i. Former employees, or people unknown to the City Clerk/Human Resources Director must present identification and/or proof of permission to access the personnel file.

1. The original documentation of permission to access the file will be kept on file.
 2. Copies of identification will be made on site and will be kept on file.
- b. Personnel files shall be reviewed in the presence of the City Clerk or Human Resources staff.
 - c. The individual inspecting the file may remove no part of the personnel file from the office.
 - d. The employee may request photocopies or scans of the file, or portions of the file. Human Resources staff will make the copies.
 - e. Other individuals (i.e. former employees, employers) whom request copies of a personnel file, or portions of the file, will be required to pay the required photocopying fee. The Human Resources staff will make the copies.
 - f. When an employee or individual requests access to a personnel file, the individual will be required to sign the access log in the file and state the reason for access.

V. Removal of Items from Personnel Files

- a. An employee may request to have a document removed from the personnel file. The following process will be utilized:
 - i. Employee will provide to the Human Resources Director a written request to remove the document(s) from the file and a justification for the reason(s) why.
 - ii. The Human Resources Director will review the request. If the Human Resources Director agrees with the removal, the Director will obtain written permission from the City Manager for this action. A copy of this determination will be provided to the employee.
 - iii. In the event that the Human Resources Director does not agree with the request, he/she will inform the employee, in writing, that the request has been denied. The employee does have the right to prepare a written explanation or clarification of why they may not agree with the document and in the presence of the Human

Resources staff may attach this documentation to the contested document. In addition, the employee may appeal the decision following the established City of Lovington appeals process as outlined in Ordinance 435.

VI. Security of Records

- a. All personnel files shall be kept in a locked filing cabinet, located in the vault at City Hall. The City Clerk shall maintain the key to the cabinet(s).
- b. All medical record files shall be secured in a separate locked filing cabinet, located in the vault at City Hall. The City Clerk shall maintain the key to the cabinet(s).
- c. All law enforcement internal investigation files shall be secured in a separate locked filing cabinet, located in the vault at City Hall. The City Clerk shall maintain the key to the cabinet(s).
- d. All records will be electronically scanned into a file on the City server. The files will be secured through password protection.

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider funding of Christmas Decorations
DEPARTMENT: Chamber of Commerce
SUBMITTED BY: John Graham
DATE SUBMITTED: November 20, 2012

STAFF SUMMARY:

Several years ago, the City ceased providing funding for the community Christmas decorations for financial reasons. Although the tradition has continued, funding of this program is still needed. John Graham has advised that through the Community Christmas Card Fund and other donations, they have been operating on as little \$2,500 per year. Each year, costs are incurred through repairs and storage costs. These two issues consume what is available and does not allow for expansion of the decorations to other areas throughout our community.

Mr. Graham has requested a grant for this year in the amount of \$5,000. With these additional funds, pole wraps for Avenue D and South Main could be purchases, as well as an additional 4 to 5 wreaths. In addition, they are requesting that the City budget approximately \$3,000 for each additional year. They anticipate eventually being able to have all of Avenue D and Main Street decorated, as well as retiring decorations that have become to worn to repair.

The City does have the means to offer storage space at our new Motor Vehicle Department. They would be stored in a clean environment and stored in a manner that they would not interfere with operations. This will provide a cost savings as storage would be at no cost. City staff are recommending providing funding in the amount of \$3,500 this year, and budgeting for this in future years if finances allow it.

FISCAL IMPACT:

REVIEWED BY: Marshall Stephens
(Finance Director)

The City has funds to provide this funding.

ATTACHMENTS:

Copy of Community Christmas Light Fund request.

RECOMMENDATION:

Motion to approve funding for amount specified by Commission.

Department Head

MRW
City Manager

James Williams
City Manager
City of Lovington

James,

This letter is to give a little background on the Lovington Christmas light program and a proposal to the city to hopefully participate in the program on an annual basis.

First, I would like to point out that the program would not be a success or even survive without the participation and unselfish giving of residents and businesses across this community.

My father, W.H. Graham, established the Community Christmas Card fund in 1968, to help buy and maintain Christmas decorations for Lovington. The Community Christmas Card is in its 45th year this year. The Lovington Chamber of Commerce administers all monies collected through the fund. Between \$2,500 and \$3,500 is collected each year. Every year the decorations have to be stored and maintained—new light bulbs, bows, etc—at a cost of about \$1,800 a year. As you can see, that leaves very little money available to get ahead and purchase new ornaments and/or pole wraps each year. Basically we are in maintenance mode.

Several years ago, the City of Lovington stopped donating any labor, funds or storage space to the program due to the financial pressures from the economic downturn. As I mentioned earlier, this is a community effort and the city's willingness and eagerness to get back on board with the program would be greatly appreciated.

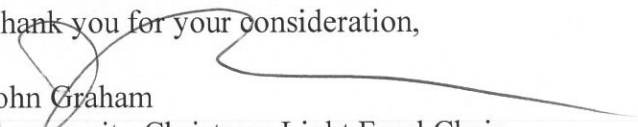
Proposal:

If the city could offer a \$5,000 grant, we could purchase pole wraps for Avenue D and South Main Street, and four or five new wreaths. Thereafter, if the city could consider budgeting \$3,000 a year we would add five to six wreaths a year. Gradually we would have complete decorations on all of Avenue D and Main Street. It would also give us the opportunity to retire decorations that have become too worn to repair.

The Community Christmas Card funds would continue to be used to maintain the decorations.

Lea County Electric Cooperative donates the labor to install the decorations each year and Ron and Marla Price have agreed to maintain and handle the decoration free of charge. By keeping these costs down, we can stretch the dollars we have.

Thank you for your consideration,


John Graham
Community Christmas Light Fund Chair

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: West Jefferson Traffic Control
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 16, 2012

STAFF SUMMARY:

Traffic speed and congestion have become a significant issue in school zones. One area in particular is the area of West Jefferson. City staff have developed solutions for this particular area, in collaboration with Lovington Public Schools. In order to increase pedestrian safety, it is being recommended that the intersection of 5th Street and West Jefferson have a three-way stop installed. In addition, curbing will be installed mid-street at the entrance to the parking lot, which is located on Jefferson Street. This traffic control measure, in addition to signs installed, will only allow individuals to enter and exit the parking lot by means of a right turn only. It is also the recommendation that the crosswalk between 4th and 5th street on West Jefferson. This will ease congestion and eliminate an area that pedestrians utilize to cross the street. Other school zones in town have similar issues. City Staff are researching the cost involved with adding flashing lights to add to the existing school zone signs. In addition, the Police Department has developed a plan to address enforcement of traffic laws, specifically in school zones. In addition, staff have been in communication with school administration concerning their future campus plans and other methods to increase student and school staff safety.

FISCAL IMPACT:

REVIEWED BY: *Masheer Steghem*
(Finance Director)

The additional stop signs and turn indicators will cost an estimated \$300, in addition to staff time. The installation of the mid-street curbing can be installed by the Street Department.

Estimates on other traffic warning devices is still being researched.

ATTACHMENTS:

Map of area detailing plan for West Jefferson.

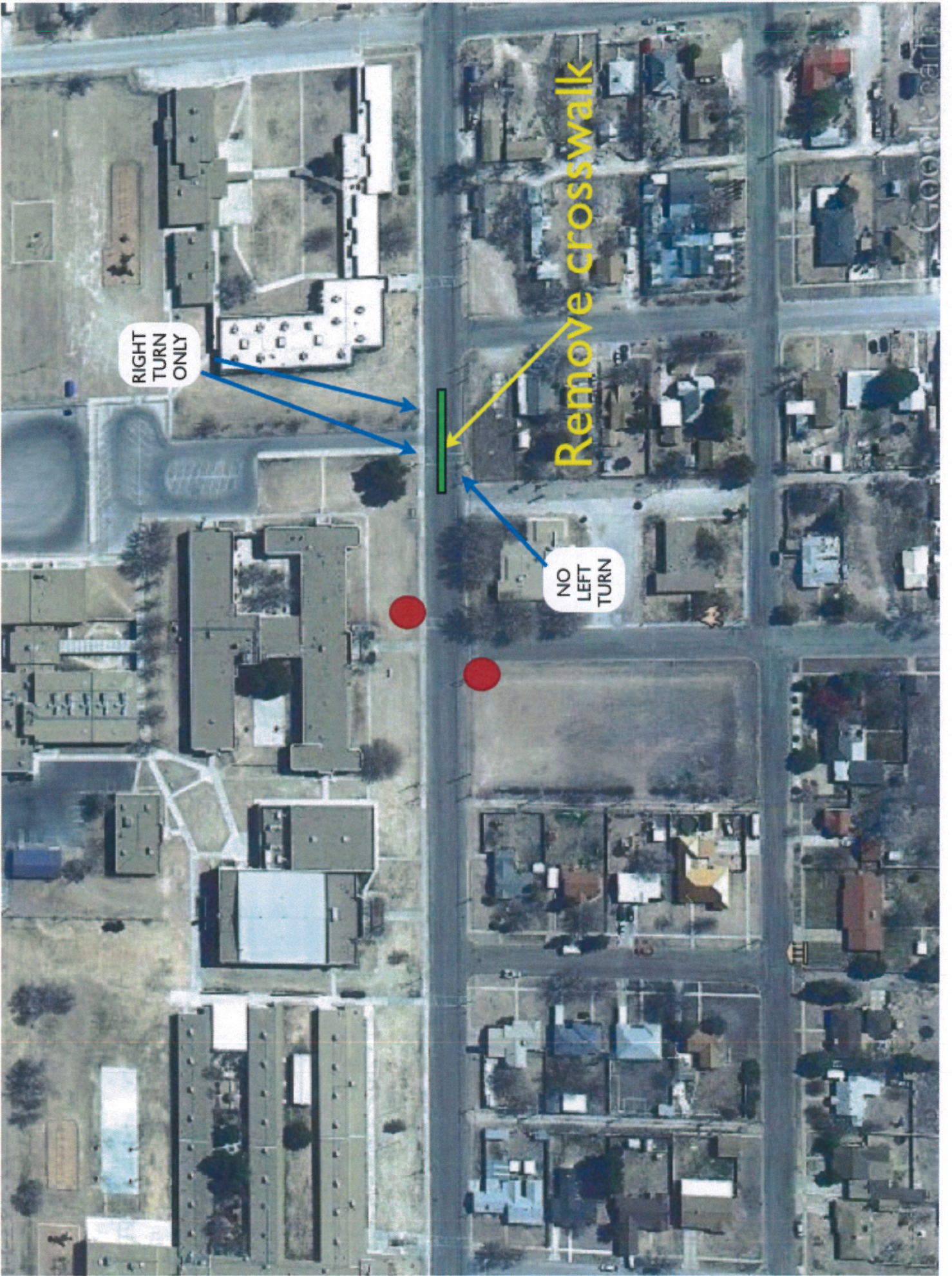
RECOMMENDATION:

Motion to approve the installation of a three-way stop at 5th Street and West Jefferson and mid street curbing.

Department Head

James R. Williams

City Manager



RIGHT
TURN
ONLY

Remove crosswalk

NO
LEFT
TURN

Google Earth

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider Approval of LEDA Housing Incentive RFP
DEPARTMENT: Lovington EDC
SUBMITTED BY: Rich Soutar, Vice President
DATE SUBMITTED: November 19, 2012

STAFF SUMMARY:

The Lovington EDC has prepared an RFP in order to provide incentives to housing developers. Program highlights are as follows:

- A maximum of \$300,000 will be allotted from the LEDA to fund this program. The EDC is recommending that the program cap be increased to \$450,000.
- This project will provide up to \$3,000 in reimbursement for the development of off-site infrastructure (water, sewer, street, etc.)
- Construction/Installation of infrastructure must be 50% complete within 6 months of award, with total completion within one year of contract. Total contract is for 2 years.
- 100% financing of project must be in place prior to award.
- A minimum of 4 housing units per project location must be in place.
- The actual grant award will be based on actual costs of off-site infrastructure improvements not to exceed typical costs based on local market.
- Awards will be paid upon completion per accepted plan. A suggestion in terms of payments is to provide reimbursement at certain milestones for each particular project.

FISCAL IMPACT:

REVIEWED BY: Markel Stephens
(Finance Director)

Increase in property tax revenue and possible increase in GRT revenue.

ATTACHMENTS:

Copy of Housing Incentive RFP
Copy of GRT Report

RECOMMENDATION:

Motion to approve Housing Incentive RFP.

Department Head

Markel Stephens
City Manager

Lovington Gross Receipts Tax

	2007 2008	2008 2009	2009 2010	2010 2011	2011 2012	2012 2013
July	\$464,346.76	\$499,659.90	\$370,513.35	\$364,408.18	\$510,397.22	\$651,928.76
August	\$478,109.94	\$587,778.40	\$396,363.51	\$455,525.85	\$590,765.59	\$718,517.72
September	\$419,260.57	\$506,846.61	\$333,224.83	\$398,338.18	\$549,320.84	\$667,019.62
October	\$463,542.36	\$585,486.39	\$359,266.53	\$413,682.53	\$618,886.66	\$704,778.79
November	\$417,977.11	\$539,293.34	\$331,940.87	\$455,240.06	\$630,599.07	\$683,350.53
December	\$421,105.93	\$696,236.02	\$371,848.96	\$481,095.86	\$590,718.06	
January	\$795,623.83	\$511,777.57	\$345,851.02	\$371,440.60	\$559,829.14	
February	\$449,129.56	\$547,729.35	\$372,920.38	\$470,157.08	\$557,906.27	
March	\$425,183.94	\$611,961.35	\$344,065.98	\$515,578.55	\$564,996.52	
April	\$443,395.09	\$519,128.08	\$358,040.47	\$433,073.69	\$612,609.88	
May	\$496,899.84	\$471,905.49	\$441,809.83	\$493,288.84	\$678,736.49	
June	\$488,096.40	\$372,616.98	\$410,518.84	\$473,141.91	\$674,787.97	
YTD Total:	\$5,762,671.33	\$6,450,419.48	\$4,435,364.57	\$5,324,971.33	\$7,139,553.71	\$3,425,595.42

Designated Economic Development 1/8%

	2007 2008	2008 2009	2009 2010	2010 2011	2011 2012	2012 2013
July					23,440.87	28,066.23
August					25,228.69	32,263.56
September				17,931.96	25,136.06	30,689.91
October				18,379.13	28,234.29	31,516.07
November				20,296.64	27,274.34	31,574.20
December				21,740.34	25,506.57	
January				18,093.65	25,105.61	
February				21,393.74	25,855.92	
March				23,414.46	25,995.99	
April				19,793.33	28,067.04	
May				22,717.99	30,717.08	
June				21,639.69	30,692.43	
YTD Total:	\$0.00	\$0.00	\$0.00	\$205,400.93	\$321,254.89	\$154,109.97

less \$50,000 requested by EDC for operational

REQUEST FOR PROPOSAL
Housing Projects
City Of Lovington, New Mexico

The City of Lovington, New Mexico and the Lovington Economic Development Corporation is requesting proposals from qualified housing developers interested in providing HOUSING PRODUCTION SERVICES-ADDITIONAL HOUSING UNITS. Written proposals will be received by Lovington Economic Development Corporation at the office of the Executive Director, 201 S. Main, Lovington, NM 88260.

Maximum Program Cap: \$300,000. Awards will be distributed on a first come first served basis to qualified applicants until the Program Cap is reached.

Copies of the Request for Proposals will be available on November 15, 2012 from the Economic Development Corporation offices.

INITIAL SUBMITTAL DEADLINE-The Lovington EDC will continue to accept proposals pursuant to this RFP on the last work day of the each month starting November, 2012 or as long as housing incentives are available.

The proposal should be mailed or hand delivered to:

Lovington Economic Development Corporation
201 S. Main
Lovington, NM 88260
Phone: (575) 396-1417

1. Introduction

The City of Lovington hereby invites competitive proposals to encourage developers to build/install new housing projects. The City Commission has determined that severe shortage of housing exists currently in Lovington and the surrounding areas. The City Commission further finds that this shortage of housing represents a severe and substantial disadvantage to the City's economy and economic development.

"Housing project" is defined as a permanently constructed/installed, rental or "For Sale" housing development in Lovington, in any combination of Modular, Manufactured, Site Built or total renovation of existing vacant residences.

2. Scope of Work.

A. The City of Lovington is seeking Housing Developer(s) to provide Housing Production Services to increase the supply of additional single family housing units for the Citizens of Lovington. Activities required are to provide privately owned real property in the City including designing, building/installing and operating market rate housing projects. Proposal offerings need not to be submitted by licensed contractors, but all contractors employed must be duly licensed in New Mexico. For proposals deemed to best meet the needs of the City, the City shall provide financial incentives to assist with the financing the public infrastructure to support those housing development proposals. The City's participation may include any or all of the following funding assistance from the City:

** The City shall provide funding to the developer for the actual cost of off-site public infrastructure of newly constructed streets, sidewalk, and utilities, with these infrastructure items to be designed and installed by the developer up to the maximum limits described in this RFP.

B. Program Features and Requirements.

** The Minimum Project Development Size is 4 Housing units per project location. Each approved project must be fully served by infrastructure when complete. Subsidy of privately owned on-site infrastructure is not permitted.

**The City encourages infill property development. Infill infrastructure improvements will be funded to provide new or replacement water or sewer facilities, curbing, sidewalk, street improvements and paving, if additional housing is proposed as the project.

** Full Developer financing for 100% of project must be in place prior to award of proposals. The design of the project must be completed within 90 days of award of the contract with the City.

** Construction/Installation of infrastructure must be 50% complete within six months of award, with total completion within 1 year following award of the contract. Completion date may be extended for projects exceeding 20 units.

C. Proposals shall include:

** Site plan of a location currently within the city limits of Lovington.

** Floor plan of proposed units.

** Elevations of proposed structures.

** Cost estimates of entire development and needed city infrastructure, streets/utilities.

** Financial statements demonstrating financial capacity of developer to complete the project.

** Fair Market Appraisal for each structure proposed by a certified Appraiser.

3. Proposal Evaluation and Selection

All Technical Proposals will be evaluated by the City based on the following priorities.

A. Housing Proposal with Site Plan and Location, Number and type of Housing Units, Infrastructure needs and funding requirements, Performance of the firm with previous housing development projects, based on quality of work, ability to meet schedules and responsiveness to City requirements and agreements.

B. Past performance of housing development activities either in Lovington or in other nearby cities.

C. Request can be rejected based on projected date of project completion.

4. Instructions to Bidders

A. Sealed proposals will be received by the Lovington Economic Development Corporation at 201 S. Main, Lovington NM 88260

B. If it is agreed that proposals accepted by the City of Lovington shall be valid for a period of ninety (90) days following the date of proposal opening. The Lovington Economic Development may request additional information from all applicants, if the EDC determines a submittal is incomplete and additional information is needed for any valid reason. Based on the above ranking schedule, the EDC will decide on each application at any time during the ninety day period.

5. Term of Agreement

A. The term of the Agreement shall be for (2) years from the date of written notification of award of proposal with potential of extension if approved by City Commission based on merits of particular project.

B. Financial Incentive Award shall consist of a grant based on the number of housing units in the project.

C. Maximum grant is \$3000.00 per unit. Actual grant amount will be awarded based upon actual costs of off-site infrastructure improvements not to exceed typical costs based on the local market.

D. Available maximum award for project will be determined from plans based upon comparison of contractor's estimates and typical costs for similar improvements.

E. Awards will be paid upon project completion per accepted plan. Any exceptions must be approved by the City Council.

**Housing Project Development
Cost Proposal**

Total proposed number of Units: _____

Itemized Off-Site Infrastructure Needs:

- 1. Water Utility Extensions _____
- 2. Sewer Utility _____
- 3. Street Extensions _____
- 4. Street or Driveway work access _____
- 5. Drainage Construction _____
- 6. Engineering & Survey _____
- 7. Other _____
- 8. Other _____
- 9. Other _____

Total Infrastructure cost for project: _____

Requested Grant per unit: _____

Total Lump Sum Cost Infrastructure costs requested: _____

Please provide project details as described in RFP including quantity of infrastructure required, and an itemized cost estimate per unit cost. Also, provide written details and a sketch drawing as necessary to explain basic details of each infrastructure facility that is requested to be paid by City of Lovington.

EDC Project Checklist

Acceptable/Not acceptable

Site plan of a location currently within the city limits of Lovington.	
Floor plan of proposed units.	
Elevations of proposed structures.	
Cost estimates of entire development and needed city infrastructure, streets/utilities.	
Financial statements demonstrating financial capacity of developer to complete the project.	
Fair Market Appraisal for each structure proposed by a certified Appraiser.	
100% Financing in Place	
Previous Quality of work.	
Number of Units	
Type of units: Single Family/Multi Unit	
Count of 1 BR	
Count of 2 BR	
Count of 3 BR	
Count of 3+ BR	

Estimated Completion Date: _____

Amount Requested: _____

Amount approved for Grant: _____

Date of Approval: _____

Date of Award: _____

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: November 26, 2012

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Platt submitted to Lovington ETZ - L. Williams
DEPARTMENT: Lovington ETZ
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 19, 2012

STAFF SUMMARY:

Lee Ann Williams has submitted a plat which will divide up family property to their children. The area to be divided is located in the Lovington ETZ, in the area of Six Shooter Road and Water Avenue.

The Lovington ETZ gave their unanimous vote of approval at their November 19, 2012 meeting.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

N/A

ATTACHMENTS:

Copy of submitted re-plat.

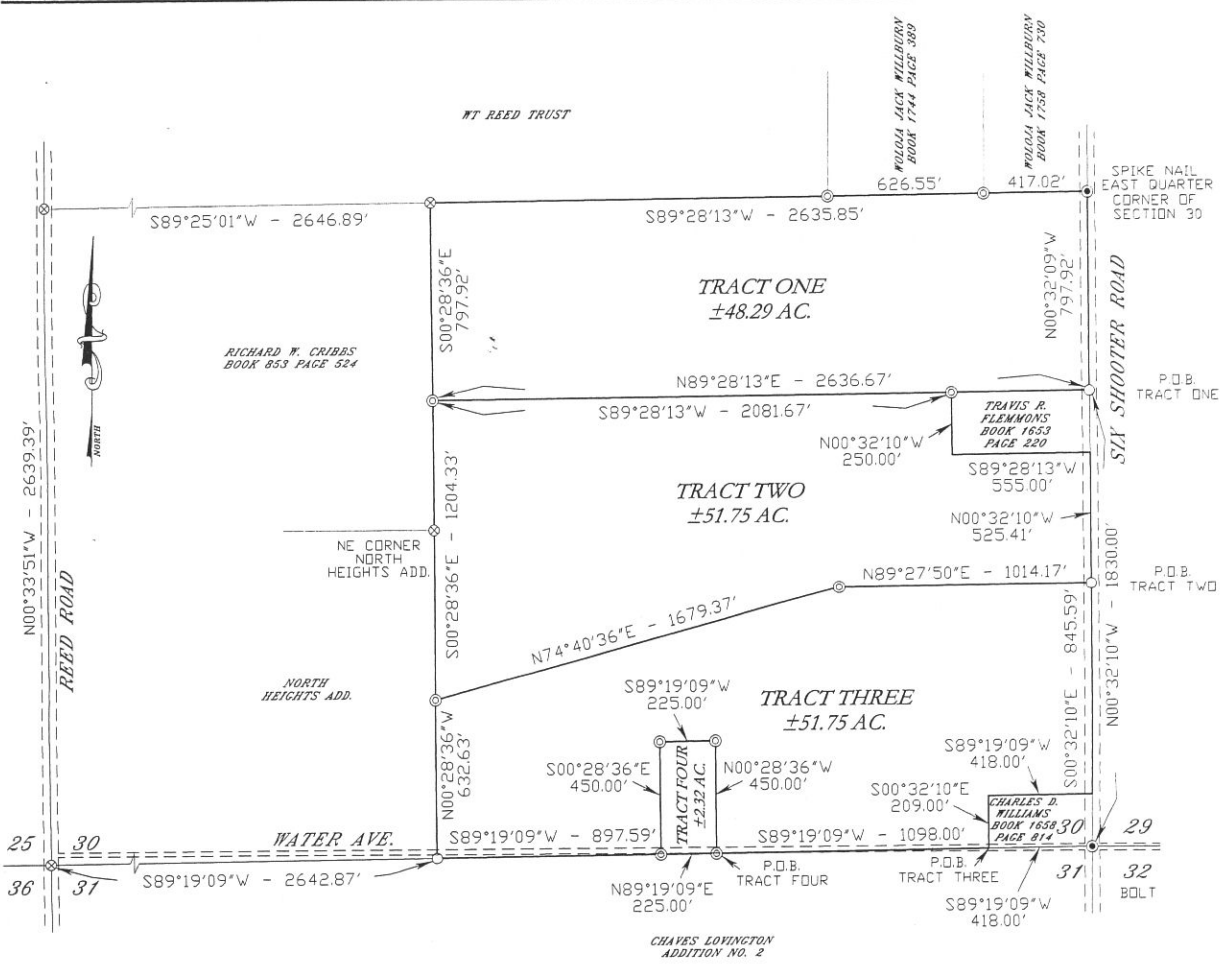
RECOMMENDATION:

Motion to approve submitted plat.

Department Head



City Manager



OWN, SAID IN AC IS SI
 LEE
 ACK
 STATI
 ON 1 APPE KNOW FORE THEIR
 WITN
 MY C
 NOTA
 CER
 I, THE FORE LEA MUN

CERTIFICATE OF APPROVAL OF EXEMPTION TO SUBDIVISION REGULATIONS BY LEA COUNTY:

PURSUANT TO LEA COUNTY SUBDIVISION REGULATIONS, SECTION 7.5 (1997) THE PLAT AND CLAIM OF EXEMPTION MEET THE CRITERIA FOR THE DIVISION OF LAND RESULTING ONLY IN THE ALTERATION OF PARCEL BOUNDARIES WHERE PARCELS ARE ALTERED FOR THE PURPOSE OF INCREASING OR REDUCING THE SIZE OF CONTIGUOUS PARCELS AND WHERE THE NUMBER OF PARCELS IS NOT INCREASED AND IS APPROVED FOR A CLAIM OF EXEMPTION ON THIS _____ DAY OF _____, 2012 AD.

LEA COUNTY, NEW MEXICO

BY: _____
 MIKE GALLAGHER, COUNTY MANAGER

ACKNOWLEDGEMENT:

STATE OF NEW MEXICO)
)SS
 COUNTY OF LEA)

ON THIS _____ DAY OF _____, 2012, BEFORE ME PERSONALLY APPEARED MIKE GALLAGHER KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

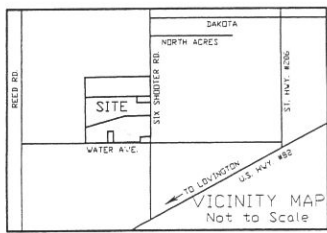
NOTARY PUBLIC _____

SURVEYORS CERTIFICATE

I, TERRY J. ASEL, NEW MEXICO PROFESSIONAL SURVEYOR NO. 15079, DO HEREBY CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS.

IN WITNESS WHEREOF I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL THIS 24th DAY OF Oct., 2012.

Terry J. Asel
 Terry J. Asel N.M.R.P.S. No. 15079



- NOTES:**
 DEED RECORDS
 BOOK 1794, PAGE 323/324
 BOOK 1794, PAGE 325/326
 BOOK 1794, PAGE 327/328
 BOOK 1794, PAGE 329/330
 BOOK 1794, PAGE 331/332
 BOOK 1794, PAGE 333/334
 BOOK 1794, PAGE 335/336

BEARINGS SHOWN HEREON ARE FROM G CONFORM TO THE NEW MEXICO COORDINATE EAST ZONE NORTH AMERICAN DATUM OF FEET SURFACE VALUES.

LEGEND

- — DENOTES FOUND MARK
- ⊙ — DENOTES SET 1/2" R/CAP MARKED "NM 15"
- — DENOTES SET MAG I MARKED "ASEL SURV"
- ⊗ — DENOTES FOUND 1/2"

Asel Surveying

P.O. BOX 393 - 310 W. 1
 HOBBS, NEW MEXICO - 575-

PLAT FOR LEA COUNTY CLAIM OF EXEMPTION AND CITY OF LOVINGTON SUMMARY REVIEW

FOUR TRACTS OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF
SECTION 30, TOWNSHIP 15 SOUTH, RANGE 36 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO

LEGAL DESCRIPTION

FOUR TRACTS OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 36 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT ONE

BEGINNING AT A MAG NAIL W/WASHER MARKED "ASEL SURVEYING NM 15079" SET ON THE EAST LINE OF SAID SECTION 30 AS THE SOUTHEAST CORNER OF THIS TRACT WHICH LIES N00°32'10"W - 1830.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N00°32'09"W - 797.92 FEET ALONG THE EAST LINE OF SAID SECTION 30 TO A SPIKE NAIL FOUND AS THE NORTHEAST CORNER OF THIS TRACT; THENCE S89°28'13"W - 2635.85 FEET TO A 1/2" REBAR FOUND AS THE NORTHWEST CORNER OF THIS TRACT; THENCE S00°28'36"E - 797.92 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS THE SOUTHWEST CORNER OF THIS TRACT; THENCE N89°28'13"E - 2636.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 48.29 ACRES OF LAND MORE OR LESS.

TRACT TWO

BEGINNING AT A MAG NAIL W/WASHER MARKED "ASEL SURVEYING NM 15079" SET ON THE EAST LINE OF SAID SECTION 30 AS THE SOUTHEAST CORNER OF THIS TRACT WHICH LIES N00°32'10"W - 1054.59 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N00°32'10"W - 525.41 FEET ALONG THE EAST LINE OF SAID SECTION 30 TO A POINT BEING A CORNER OF THIS TRACT; THENCE S89°28'13"W - 555.00 FEET TO A POINT BEING A CORNER OF THIS TRACT; THENCE N00°32'10"W - 250.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE S89°28'13"W - 2081.67 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS THE NORTHWEST CORNER OF THIS TRACT; THENCE S00°28'36"E - 1204.33 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS THE SOUTHWEST CORNER OF THIS TRACT; THENCE N74°40'36"E - 1679.37 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE N89°27'50"E - 1014.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.75 ACRES OF LAND MORE OR LESS.

TRACT THREE

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 30 WHICH LIES S89°19'09"W - 418.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE S89°19'09"W - 1098.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE N00°28'36"W - 450.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE S89°19'09"W - 225.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE S00°28'36"E - 450.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET ON THE SOUTH LINE OF SAID SECTION 30 AS A CORNER OF THIS TRACT; THENCE S89°19'09"W - 897.59 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 TO A MAG NAIL W/WASHER MARKED "ASEL SURVEYING NM 15079" SET AS THE SOUTHWEST CORNER OF THIS TRACT; THENCE N00°28'36"W - 632.63 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS THE NORTHWEST CORNER OF THIS TRACT; THENCE N74°40'36"E - 1679.37 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS A CORNER OF THIS TRACT; THENCE N89°27'50"E - 1014.17 FEET TO A MAG NAIL W/WASHER MARKED "ASEL SURVEYING NM 15079" SET ON THE EAST LINE OF SAID SECTION 30 AS THE NORTHEAST CORNER OF THIS TRACT; THENCE S00°32'10"E - 845.59 FEET ALONG THE EAST LINE OF SAID SECTION 30 TO A POINT BEING A CORNER OF THIS TRACT; THENCE S89°19'09"W - 418.00 FEET TO A POINT BEING A CORNER OF THIS TRACT; THENCE S00°32'10"E - 209.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.75 ACRES OF LAND MORE OR LESS.

TRACT FOUR

BEGINNING AT A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET ON THE SOUTH LINE OF SAID SECTION 30 AS THE SOUTHEAST CORNER OF THIS TRACT WHICH LIES S89°19'09"W - 1516.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N00°28'36"W - 450.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS THE NORTHEAST CORNER OF THIS TRACT; THENCE S89°19'09"W - 225.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET AS THE NORTHWEST CORNER OF THIS TRACT; THENCE S00°28'36"E - 450.00 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET ON THE SOUTH LINE OF SAID SECTION 30 AS THE SOUTHWEST CORNER OF THIS TRACT; THENCE N89°19'09"E - 225.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 TO THE POINT OF BEGINNING AND CONTAINING 2.32 ACRES OF LAND MORE OR LESS.

STATEMENT:
THIS PLAT IS BEING SUBDIVIDED AND REPLATTED WITH THE FREE CONSENT AND PERMISSION OF THE UNDERSIGNED OWNER(S) THEREOF, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS THEY APPEAR ON THE PLAT AFFIXED HEREON.

WILLIAMS

EDGEMENT:

NEW MEXICO)
COUNTY OF LEA)

_____, 2012. BEFORE ME PERSONALLY

KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

BY MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MISSION EXPIRES: _____

PUBLIC

DATE OF MUNICIPAL SUMMARY PROCESS APPROVAL:

_____, THE DULY APPOINTED CITY MANAGER FOR THE CITY OF LOVINGTON, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT, WITHIN THE CITY OF LOVINGTON'S EXTRATERRITORIAL JURISDICTION, HAS BEEN REVIEWED AND DEEMED COMPLIANT WITH THE CITY OF LOVINGTON SUMMARY PROCESS REGULATIONS ON THIS _____ DAY OF _____, 2012.

CITY MANAGER

EDGEMENT:

NEW MEXICO)
COUNTY OF LEA)

_____, 2012. BEFORE ME PERSONALLY

KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

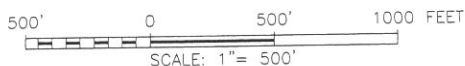
BY MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MISSION EXPIRES: _____ NOTARY PUBLIC

MEASUREMENTS AND DISTANCES ARE U.S.

NOTICE AS NOTED

REBAR W/PVC CAP MARKED "NM 15079 TX 5204" SET ON THE SOUTH LINE OF SAID SECTION 30 AS THE SOUTHWEST CORNER OF THIS TRACT; THENCE N89°19'09"E - 225.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 TO THE POINT OF BEGINNING AND CONTAINING 2.32 ACRES OF LAND MORE OR LESS.



LEE ANN WILLIAMS	Work Order # 120127PS-a
Date Surveyed: 10/10/2012	Surveyed by: Terry Asel
DWG # 120127PS-a.dwg	Drafted By: Kristie Asel
Scale: 1" = 500'	Sheet 1 of 1

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

_____, 2012,
AT _____ O'Clock _____ M
and Recorded in Book _____
Page _____
Pat Chappelle, Lea County Clerk
By _____ Deputy

OR
-9146

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Request to vacate Harrison Avenue between Love St. & East St.
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 19, 2012

STAFF SUMMARY:

The City has received a request from Imelda Gutierrez to vacate Harrison Avenue between Love Street and East Street. The Planning and Zoning Board approved the vacating of the street at their meeting on November 15, 2012.

There are no utilities in the street and it is not developed. If the street is vacated, the land would be split between the two adjacent property owners.

FISCAL IMPACT:

N/A

REVIEWED BY: _____

(Finance Director)

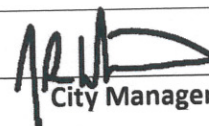
ATTACHMENTS:

Map of area.

RECOMMENDATION:

Motion to approve request.

Department Head


City Manager



Google earth

feet
meters





Lea County New Mexico

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: November 26, 2012



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider change of 17.20.070 - Intensity of Use
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: November 19, 2012

STAFF SUMMARY:

At the November 15, 2012 meeting of the Planning and Zoning board, a request was made to change City Code 17.20.070 - Intensity of Use for Single Family Dwelling District. The current code specifies that each lot have an area of not less than 7,000 square feet per family. Research has been conducted and revealed that surrounding communities who have zoning have an average lot size requirement of 6,000 square feet. Within the City of Hobbs, that does not have zoning, we have been informed that the average lot size is 5,000 square feet.

The proposed change heard by and approved by the vote of the Planning and Zoning board is to change our current City Code to reflect a minimum lot size for single family dwelling of 6,000 square feet. This will allow for more housing units to be built. In addition, a decreased lot size will result in less watering for landscaping purposes.

FISCAL IMPACT:

N/A

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Copy of Code 17.20

RECOMMENDATION:

Motion to proceed with process to change zoning ordinance for Zone A - Single Family Dwelling. As this is a zoning change, legal counsel will provide recommendations on how the City should proceed.

Department Head



City Manager

Chapter 17.20

"A" SINGLE-FAMILY DWELLINGS DISTRICT

Sections:

17.20.010	Regulations— In general.
17.20.020	Permitted uses.
17.20.030	Height restrictions.
17.20.040	Front yard requirements—Carport.
17.20.050	Side yard requirements—Carport.
17.20.060	Rear yard requirements—Carport.
17.20.070	Intensity of use.
17.20.080	Carports—Additional requirements.

17.20.010 Regulations—In general.

The regulations set forth in this chapter or set forth elsewhere in this title when referred to in this chapter are the "A" single-family dwelling district regulations. (Prior code § 11-3-1 (part))

17.20.020 Permitted uses.

A building or premises shall be used only for the following purposes:

A. Single-family dwellings of not less than eight hundred square feet of floor space of a permanent nature. Specifically excluding trailer houses and mobile homes, notwithstanding the fact, the mobile home is set on a permanent foundation and the wheels and mobile characteristics removed;

B. Municipality owned or operated parks and playgrounds;

C. Churches;

D. Public schools, elementary and high, and educational institutions having a curric-

ulum the same as ordinarily given in public schools;

E. Golf courses, except miniature courses and driving tees operated for commercial purposes;

F. Nurseries and truck gardening, but not the raising of poultry, pets or livestock for strictly commercial purposes or on a scale that would be objectionable because of noise or odor to surrounding residences;

G. Home occupations;

H. Accessory buildings and uses customarily incidental to the above uses, not involving the conduct of a business, including a private garage. Any accessory building that is not a part of the main structure shall be located not less than sixty feet from the front lot line;

I. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work;

J. Church or public building bulletin board not exceeding ten square feet in area and temporary signs not exceeding six square feet in area appertaining to the lease, hire or sale of a building or premises; provided, however, that there shall be no more than one such sign on any one lot. (Prior code § 11-3-1 (a))

17.20.030 Height restrictions.

No building shall exceed two and one-half stories or thirty-five feet in height, except as provided in Section 17.16.030 of this title. (Prior code § 11-3-1 (b))

17.20.040 Front yard requirements—Carport.

A. There shall be a front yard having a depth of not less than twenty-five feet, unless forty percent or more of the frontage on

one side of the street between two intersecting streets is improved with buildings that have observed a front yard line having a variation in depth of not more than ten feet in which case no building shall project beyond the average front yard so established, but this regulation shall not be interpreted to require a front yard of more than thirty-five feet. Where lots have double frontage, the required front yard shall be provided on both streets.

B. A carport no larger than four hundred eighty square feet or twenty feet long and twenty-four feet wide may be added and attached to the structure, but only if it meets the following:

1. It must attach to a permanent building.
2. It must match or conform to the permanent building in materials, character and design.
3. It must not have walls or doors interfering with vision.
4. It must have its roof supported in conformance with the state building code as modified from time to time.
5. It must be constructed of metal or wood of such design and size as to adequately and safely support the structure and shall conform to the design and materials of which it is attached.
6. Ingress and egress must be assured by a concrete driveway the width of the carport.
7. The front yard must be a depth of at least five feet before reaching the area immediately below the roof of the carport. (Ord. 344 (part), 1987: prior code § 11-3-1 (c) (1))

17.20.050 Side yard requirements—Carport.

A. There shall be a side yard on each side of the one story portions of buildings having a width of not less than five feet and a side yard on each side of the two story portions of buildings having a width of not less than seven and one half feet. The side yard on the street side of a corner lot shall not be less than fifteen feet, except as to lots of record as of August 9, 1960. The side yard line in regard to such lots of record shall be that which has been established by usage, but in no case less than five feet.

B. A carport shall be allowed if it meets the following:

1. It must attach to a permanent building.
2. It must match or conform to the permanent building in materials, character and design but in no event shall it contain plastic materials.
3. It must not have walls or doors interfering with vision.
4. It must have its roof supported in conformance with the state building code as modified from time to time.
5. Ingress and egress must be assured by a concrete driveway the width of the carport.
6. The side yard must be a width of at least five feet before reaching the point immediately below the roof line of the carport. (Ord. 344 (part), 1987: prior code § 11-3-1 (c) (2))

17.20.060 Rear yard requirements—Carport.

A. There shall be a rear yard having a depth of not less than thirty feet or twenty

percent of the depth of the lots, whichever amount is smaller.

B. A carport shall be allowed if it meets the following:

1. It must attach to a permanent building.
2. It must match or conform to the permanent building in materials, character and design.
3. It must not have walls or doors interfering with vision.
4. It must have its roof supported in conformance with the state building code as modified from time to time.
5. Ingress and egress must be assured by a concrete driveway the width of the carport. (Ord. 344 (part), 1987: prior code § 11-3-1 (c) (3))

17.20.070 Intensity of use.

Every lot shall have an area of not less than seven thousand square feet per family; except that, if a lot has less area than required in this chapter and was a lot of record prior to February 12, 1971, the effective date of the ordinance codified in this section, such lot may be used for one single-family dwelling, provided that all other district regulations are observed. The single-family dwelling may have a carport provided it has no garage and provided that all requirements provided in this chapter are strictly complied with. (Ord. 344 (part), 1987: prior code § 11-3-1 (c) (4))

17.20.080 Carports—Additional requirements.

A. The city manager and/or his approved personnel shall inspect and approve, if all requirements are properly met:

1. The location and design of all carports;

2. The carport after it is finally completed;

3. All city and state regulations and rules must be complied with.

B. A city permit must be obtained and all city requirements complied with. Current lists of city requirements shall be provided to each applicant after issuance of a building permit. Such list may be changed from time to time as deemed necessary by the city manager.

C. A state building permit must be secured and all state rules complied with.

D. In an area where the construction of carports violates local private restrictive covenants, the city shall not approve or allow the construction or modification of carports unless and until all city requirements have been met and the approval has been obtained of all the homeowners on petitioner's block.

E. This chapter shall in no way limit or compromise the rights of any past, present or future land owner who has standing to enforce any existing or future private restrictive covenants dealing with the subject matter of this section.

F. Any carport constructed without obtaining prior approval by virtue of this contract shall be in violation of this chapter and subject to penalties of ninety days in jail and/or a three hundred dollar fine.

G. If a structure, including a carport, is built (1) without prior approval, (2) with prior approval, but does not conform to the petition, the city shall notify the landowner by certified mail:

1. That the structure does not conform to this chapter;
2. That demand is made that the structure be modified to conform to this chapter;

17.20.080

3. That if the structure is not made to conform within the time allotted, the structure will be torn down within fifteen days from the mailing of such notice;

4. That the city will tear the structure down and bill the landowner for the cost of tearing the structure down;

5. That if payment is not made within thirty days after demand for payment, the city will file a lien against the landowner's property for the amount plus interest that is allowed by law. (Ord. 344 (part), 1987: prior code § 11-3-1 (c) (5—12))